

REMARKS

Claims 1-5 and 7-27 are pending in this application. By this Amendment, claims 1, 7, 8, 19, and 20 are amended, claim 6 is canceled, and claims 26 and 27 are added. Claim 1 is amended to incorporate the subject matter of claim 6, and claims 7, 8, 19, and 20 are amended to correct dependence and informalities. Claims 26 and 27 incorporate the subject matter from claim 20. No new matter is added.

The Office Action alleges that a new oath or declaration is required. Specifically, the Office Action asserts that the Declaration received by the Patent Office was only signed by one of the inventors. However, two original copies of the Declaration were filed with the instant application. Each inventor signed one of these original copies. Copies of both signed Declarations are attached for the Examiner's convenience. Thus, withdrawal of the objection to the Oath or Declaration is respectfully requested.

Claims 19 and 20 are objected to for various informalities. Claims 19 and 20 have been amended to correct these informalities. Therefore, withdrawal of the objection to claims 19 and 20 is respectfully requested.

Claims 1-6, 9-11, 15-18, and 21-22 are rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent Application Publication No. 2004/0130760¹ to Schilling et al. ("Schilling"). This rejection is respectfully traversed.

Claim 1 is amended to incorporate the subject matter of claim 6 so that the claims of the instant application correspond to the allowed claims of a counterpart European Patent Application. This amendment is not made in response to the current rejection, nor should it

¹ The Office Action refers to Schilling as U.S. Patent Application Publication No. 2004/0130780, but this application number corresponds to an application to Harvey for an invention in a non-analogous area of prior art. Therefore, Applicant assumes this is merely a typographical error and the Office Action is actually referring to Application Publication No. 2004/0130760.

be construed as being made in response to the rejection. Applicant respectfully submits that Shilling does not disclose each and every feature found in the originally filed claim 1.

Schilling does not disclose at least two features of original claim 1. Specifically, Schilling does not disclose either a pair of discrete image elements, nor that the pair of discrete image elements can be viewed simultaneously.

Claim 1 recites a security device that when viewed normally "replays at least one composite image... defined by at least a pair of discrete image elements." Thus, claim 1 requires the two discrete image elements to be viewed simultaneously when the device is viewed normally.

By contrast, Schilling discloses a diffractive safety element that when viewed normally displays a surface pattern 11 defined by a mosaic of surface elements 12, 13, 14. See Fig. 2 and paragraph [0018] of Schilling. However, Schilling does not disclose simultaneous visibility of these surface elements. Surface elements 12, 13, 14 are only visible one at a time depending on the viewing angle of the observer. See paragraph [0018] of Schilling. The only way to view the other surface elements 12, 13, 14 is by rotating or tilting the security element 1. See paragraph [0018] of Schilling. However, this is not considered "normal viewing" as recited in claim 1.

Furthermore, claim 1 discloses "discrete image elements." The Office Action asserts elements 12, 13, and 14 of Schilling disclose this feature. However, surface elements 12, 13, 14 are merely small diffractive surface relief features that deflect incident light back into the eye of the observer. See paragraph [0018] of Schilling. The surface elements 12, 13, 14 are not symbolic image elements. See page 3, lines 30-36 of the specification. Therefore, Schilling does not disclose "discrete image elements" as recited in claim 1.

The rejection of claim 6, which will be addressed in the context of claim 1, also lacks merit. The subject matter of claim 6 recites a composite image comprising "a central discrete

image element surrounded by an outline discrete image element." Schilling does not disclose such a feature.

Schilling only discloses surface elements 12, 13, 14 which are placed adjacent to each other and do not provide an outline around a discrete image element. Schilling makes no mention whatsoever of providing an outline around an image to appear when the security device is tilted in a certain direction. Therefore, Schilling does not disclose "a central discrete image element surrounded by an outline discrete image element."

Accordingly, for at least the reasons set forth above, withdrawal of the rejection of claim 1, and claims 2-5, 9-11, 15-18, and 21-22 depending therefrom is respectfully requested.

Claims 7, 8, and 12-14 are rejected under 35 U.S.C. §103(a) as being unpatentable over Schilling. This rejection is respectfully traversed.

Claims 7, 8, and 12-14 depend from claim 1. As explained above, Schilling does not disclose the subject matter recited in claim 1. Therefore, claims 7, 8, and 12-14 are in condition for allowance based on their dependence from claim 1, and for the separately patentable subject matter they recite. Accordingly, withdrawal of the rejection of claims 7, 8, and 12-14 is respectfully requested.

Claims 19, 20, and 23-25 are rejected under 35 U.S.C. §103(a) as being unpatentable over Schilling in view of U.S. Patent No. 4,892,336 to Kaule et al. ("Kaule") or U.S. Patent No. 5,712,731 to Drinkwater et al. ("Drinkwater"). This rejection is respectfully traversed.

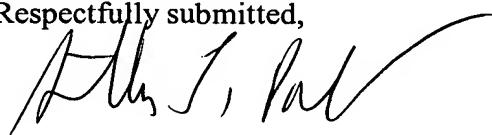
Claims 19, 20, and 23-25 depend from claim 1. Neither Kaule nor Drinkwater supply the subject matter lacking in Schilling. Therefore, claims 19, 20, and 23-25 are in condition for allowance based on their dependence from claim 1, and for the separately patentable subject matter they recite. Accordingly, withdrawal of the rejection of claims 19, 20, and 23-25 is respectfully requested.

Finally, claims 26 and 27 depend from claim 1. Therefore, claims 26 and 27 are in condition for allowance based on their dependence from claim 1, and for the separately patentable subject matter they recite.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-5 and 7-27 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Stephen J. Pachol
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JAO:SQP/eks

Attachments:

Amendment Transmittal
Copies of Signed Declarations

Date: September 24, 2008

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| <p>DEPOSIT ACCOUNT USE AUTHORIZATION Please grant any extension necessary for entry; Charge any fee due to our Deposit Account No. 15-0461</p> |
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Assignment

USA

Name(s) of Inventors

(1) Brian William HOLMES

(2) John Martin HASLOP

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the undersigned agree(s) to assign, and hereby do(es) assign, transfer and set over to

Name of Assignee

DE LA RUE INTERNATIONAL LIMITED

Address of Assignee

De La Rue House, Jays Close, Viables, Basingstoke,
Hampshire, RG22 4BS United Kingdom

(hereinafter designated as the Assignee) the entire right, title and interest for the United States, its territories, dependencies and possessions, in the invention, and all applications for patent and any Letters Patent which may be granted therefor, known as

Title **SECURITY DEVICE**

for which the undersigned has (have) executed an application for patent in the United States of America

Date of Signing

of Application

on

18 Apr: 2006

Alternative Identification
for filed applications

U.S. Application Serial Number

filed May 2, 2006

- 1) The undersigned agree(s) to execute all papers necessary in connection with the application and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary.
- 2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.
- 5) The undersigned hereby authorise(s) and request(s) the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has/she has (they have) full right to convey the entire interest herein assigned, and that he has/she has (they have) not executed, and will not execute, any agreements in conflict herewith.
- 6) The undersigned hereby grant(s) to the attorney(s) identified in the Declaration/Power of Attorney for this patent application, the power to insert on this assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 18-04-06 Signature of Inventor (1)

Date _____ Signature of Inventor (2)

Date 18-04-06 Witness

Date _____ Witness

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of Application on

27 March 2006

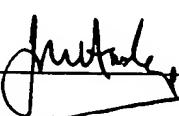
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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date _____ Signature of Inventor (1) _____

Date 27/3/06 Signature of Inventor (2) _____ 

Date 27/03/06 Witness _____ 

Date _____ Witness _____